

Remarks

Claims 1-11 remain pending and currently stand rejected. Claims 1 and 11 are amended herein. The Assignee respectfully traverses the rejections and requests allowance of claims 1-11.

Claim Amendments

Claim 1 is amended to add the word "business" after an occurrence of the word "retail" so that the resulting phrase "retail business" properly refers to its antecedent located earlier in the claim.

Claim 11 is amended primarily to replace the term "broadband traffic" with the term "broadband communication services" to properly refer to its antecedent in claim 8.

As the current amendments address merely antecedent basis problems, the amendments are not intended to reduce the scope or subject matter of the involved claims.

Reference in the Office Action to a Previous Reply

In addressing a 35 U.S.C. § 112 rejection, addressed in detail hereafter, the Office action refers to a "reply" or a "paper" filed by the Assignee. (Page 2 of the Office action.) Also, the Office Action Summary indicates that the Office action is "[r]esponsive to communication(s) filed on 11/28/05." To the knowledge of the Assignee, no substantive papers have been filed with the Office regarding the present application since the application was filed on July 19, 2001. Thus, the Assignee respectfully requests any information the Examiner may have regarding such a reply. In the meantime, the remainder of this response assumes no such previous paper has been filed with the Office.

Use of 'C' and 'L' Designations

In referring to the prior art, the Office action employs 'C' and 'L' designations, presumably referring to column and line numbers. However, as the prior art employed in the Office action is a patent application publication delineated by paragraph numbers instead of column and line numbers, the portions of the prior art being cited against the claims of the present application cannot be determined. As a result, the Assignee respectfully requests that future Office actions refer to patent application publications by way of paragraph number so that

a more thorough review of the rejections set forth in the Office action may be undertaken.

Claim Rejection Under 35 U.S.C. § 112

Claim 1 stands "rejected under 35 U.S.C. § 112, second paragraph, as failing to set forth the subject matter which the applicant(s) regard as their invention." (Page 2 of the Office action.) More specifically, the Office action alleges that "the invention is different from what is defined in the claim(s) because Fig. 1 drawing does not indicate that the wireless device have to connect to the retail business location. The Wireless device connects directly to the wireless network without going through at least one location of the retail business." (Page 2 of the Office action.)

The Examiner is correct to the extent that Fig. 1 shows the wireless device 104 communicating wirelessly with the wireless network 102, and that the wireless network 102 is coupled with the retail business 100. However, the Assignee respectfully asserts that the structure presented in Fig. 1 is in agreement with claim 1.

In part, claim 1 includes the operation of "providing at least one of the plurality of different communication services from the at least one location of the retail business to the wireless transceiver device *over a wireless network*." In other words, claim 1 indicates that at least one of the communication services is provided from the retail business to the wireless transceiver device *by way of the wireless network*, as depicted in Fig. 1.

Therefore, based on the foregoing, the Assignee contends that claim 1 is allowable as it currently stands under 35 U.S.C. § 112, second paragraph, and respectfully requests withdrawal of the § 112 rejection.

Claim Rejection Under 35 U.S.C. § 102

Claims 1-11 stand rejected under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent Application Publication No. 2004/0097220 to McGregor et al. (hereinafter "McGregor"). The Assignee respectfully traverses the rejection in light of the following discussion.

For convenience, amended claim 1 is reproduced below, with emphasis supplied:

1. A method for providing communication services, the method comprising:
at a retail business, providing a wireless transceiver device to a customer of the retail business, wherein the wireless transceiver device is configured to receive and provide at least one of a plurality of different communication services to the customer of

the retail business;

receiving in at least one location of the retail business, the plurality of different communication services from a network system; and

providing at least one of the plurality of different communication services from the at least one location of the retail business to the wireless transceiver device over a wireless network.

Generally, McGregor describes "a mobile communication device, such as a mobile telephone unit that includes an internal accounting protocol for internal calculation of communication charges on the fly." (Paragraph [0006].) In other words, the mobile telephone unit keeps track of phone charges accumulated with respect to use of the unit in real time, and possibly deactivates the unit if the funds in the associated call account are depleted as a result. (See paragraphs [0007] through [0009].) To this end, McGregor discloses in Fig. 1 a mobile phone accounting system 10 including a mobile phone unit 30, a tracking and accounting unit 12, a modem (modulator/demodulator) 38, a transaction station 44, and an RF (radio frequency) transmission station 40. (See paragraphs [0016] through [0023].) The tracking and accounting unit 12 may be located at "a retail store, or a center associated with a wireless service provider." (Paragraph [0016].) The tracking and accounting unit 12 *programs* the mobile unit 30 with the accounting protocol, and *activates* the mobile unit 30, either by way of direct wired connection (paragraphs [0018] and [0019]), a low level wireless transceiver within the tracking and accounting unit 12 (paragraph [0022]), or the RF transmission station 40 (paragraph [0022]). (See also paragraph [0029].) Further, a user of the mobile unit 30 may insert the unit 30 into the transaction station 44 and add a monetary amount to the call account maintained by the mobile unit 30 by way of debit or credit card. (Paragraph [0023].)

However, aside from any programming or activation of the phone 30, or the replenishing of the associated call account, McGregor does *not* indicate that the tracking and accounting unit 12, possibly located at a retail store, is involved in the *providing of at least one of a plurality of communication services* to the mobile unit 30. In other words, once programming and activation of the phone 30 have occurred, *the delivery of actual communication services occurs without the involvement of the tracking and accounting unit 12*. Instead, delivery of communication services occurs directly between the phone 30 and the wireless service provider, such as by way of the RF transmission station 40. More specifically, "[t]he transmission station 40 may be *part of the mobile phone system* common to the central processing unit 14 and owned by the system

provider, or may be owned by an external service provider and *part of the external communication network that includes the public switching network.*" (Paragraph [0021].)

Since the interaction between the mobile unit 30 and the tracking and accounting unit 12 of McGregor is limited to programming and activation of the mobile phone unit 30, McGregor does not teach or suggest either "*receiving in at least one location of the retail business, the plurality of different communication services from a network system,*" or "*providing at least one of the plurality of different communication services from the at least one location of the retail business to the wireless transceiver device over a wireless network,*" as provided for in claim 1. Thus, the Assignee contends that claim 1 is allowable in view of McGregor, and such indication is respectfully requested.

Further, claims 2-11 depend from independent claim 1, thus incorporating the provisions of that independent claim. Thus, the Assignee asserts that claims 2-11 are allowable for at least the reasons provided above in support of claim 1, and such indication is respectfully requested.

Therefore, in light of the foregoing, the Assignee respectfully requests withdrawal of the rejection of claims 1-11.

Conclusion

Based on the above remarks, the Assignee submits that claims 1-11 are allowable. Additional reasons in support of patentability have been omitted in the interests of clarity and brevity. The Assignee thus respectfully requests allowance of claims 1-11.

The Assignee believes no additional fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 21-0765.

Respectfully submitted,

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SIGNATURE OF PRACTITIONER

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